

CITY OF WOODBURN, OREGON

Request for Proposals

COMMUNITY CENTER PRE-DESIGN SERVICES

DATE & TIME DUE: APRIL 5, 2006 AT 4:00 P.M.

SUBMIT PROPOSAL TO:

Office of Randy Westrick
Woodburn Recreation and Parks Department
160 W. Cleveland Street
Woodburn, OR 97071
503/982-5264



PROPOSAL ADVERTISEMENT
REQUEST FOR PROPOSALS
COMMUNITY CENTER PRE-DESIGN SERVICES

The City of Woodburn is requesting proposals from qualified firms for the pre-design of Woodburn Community Center facilities. Firms are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required.

Sealed proposals will be received until **4:00 p.m. on April 5, 2006** by Randy Westrick, Recreation and Parks Director, at the Woodburn Recreation and Parks Department, 160 W. Cleveland, Woodburn, Oregon, 97071. The Solicitation Document may be viewed at the Woodburn Recreation and Parks Department. Facsimile proposals will not be accepted. Proposals will not be accepted after the stated opening date and time. Late proposals will be returned to the vendor unopened.

Prospective proposers are encouraged to examine the solicitation document by viewing it in a PDF format, available over the Internet. The Request for Proposal (RFP) may be downloaded from the City's website by opening the Engineering page at the City home page, <http://www.woodburn-or.gov/publicworks/engineering/bidsandrfps.htm>, where also addenda (if issued) will be posted periodically.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of Proposer is not required. All Proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Woodburn Public Contracting Rules.

The City of Woodburn reserves the right (1) to reject any or all proposals not in compliance with public bidding procedures, (2) to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening, (3) to waive informalities in the proposals, and (4) to select the proposal which appears to be in the best interest of the City.

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PART 1
OVERVIEW

The City of Woodburn is entering the design and planning stage for potential future construction of two community center facilities. The City invites proposals from professional design and consulting firms to provide needed professional services. The contract resulting from this RFP will be for pre-design services.

As a result of preliminary studies, the City has arrived at a consensus regarding future needs for community center facilities in Woodburn. This direction proposes expanding the Woodburn Memorial Aquatic Center by adding recreation and fitness facilities to that facility and constructing social and cultural facilities at a second location.

PART 2

TIMELINE

March 3, 2006 at noon	Publication and Release of Proposals
April 7, 2006 at 5:00 p.m.	Deadline for Submission of Proposals
April 7, 2006 at 4:30 p.m.	Opening of Proposals at Woodburn Recreation and Parks Department 160 W. Cleveland Street Woodburn, Oregon
April 13, 2006 at TBA	Interviews (if necessary)
April 18, 2006 at noon	Notice of Award
April 24, 2006 at 7:00 p.m	Contract Award by City Council
May 1, 2006 at 8:00 a.m.	Commencement of Services

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. PROPER NOTIFICATION OF CHANGES WILL BE MADE TO ALL INTERESTED PARTIES.

PART 3
SCOPE OF WORK

A. Background

In July of 2003, Woodburn closed the Woodburn Community Center. This 57-year old converted church building had become prohibitively expensive and difficult to maintain, and due to limited size, was a less than desirable venue for local events, programs, and activities.

The Woodburn City Council has made replacing this facility a priority within the next two years. A quality design project will help to ensure that a satisfactory capital project proposal can be presented to prospective private and public funding sources.

In spring of 2003, the Mayor appointed the Community Center Task Force. This group worked with City staff to develop strategy to construct new community center facilities, which must be designed to serve the community's needs for the next twenty (20) years or more. Rural Development Initiatives (RDI) has, under contract, assisted City staff and the group with this task.

B. Community Center Goals

After 18 months of research, the Community Center Task Force arrived at the following goals regarding two new community center facilities in Woodburn:

1. Programs. A building program should include the following components:
 - a. Youth and adult sports
 - b. Community events
 - Banquets
 - Performing arts
 - Special events
 - Civic organization activities
 - Private rentals
 - Wedding receptions
 - Anniversary parties
 - Quinciñeras
 - Retirement celebrations
 - Other private events

- c. Fitness
 - Movement, e.g. aerobics, martial arts, dance
 - Gym equipment, e.g. weight machines, treadmills to complement Aquatic Center fitness programs
 - d. Arts & Crafts
 - e. Natural history
 - Paleo-archaeological resources discovered in Woodburn
 - f. Senior activities
 - Social/cultural programs
 - g. Community cultural programs
 - Ethnic cuisine
 - Performing arts
 - Social/cultural programs
 - h. Family & child development programs
 - i. After School Activities
 - School Age
 - Teen
2. Buildings. The building program should be accommodated in two different facilities at two different locations:
- a. Multipurpose Recreation & Fitness Center
 - Settlemier Park – Woodburn Memorial Aquatic Center expansion (City-owned property)
 - b. Social & Cultural Center
 - Preferred site – Legion Park (City-owned property)
 - Alternate site – Parr Road, Centennial Park vicinity (property acquisition necessary)

C. Community Center Pre-design Objectives

In order to thoroughly address the community center goals, study is necessary to complete a facilities design project that fulfills the following objectives:

1. Validate previous programming need assessments that engage the Community Center Task in this process.
2. Develop building lifecycle costs that incorporate sustainable design.
3. Perform a site selection analysis that analyzes:
 - a. Topography
 - b. Traffic and access
 - c. Square footage & acreage needs
 - d. Surrounding land uses
 - e. Zoning
 - f. Integration of indoor and outdoor activities.
4. Conduct existing facility structure assessment (Woodburn Memorial Aquatic Center) to determine the best strategy to utilize existing compatible facilities such as lobbies, front desk locker rooms and other features.
5. Develop conceptual facility design alternatives Including:
 - a. Prepare alternatives for preliminary floor plans and exterior perspectives;
 - b. Prepare alternate site designs that include the building footprint on the site and assist staff and the Task Force with selection of a final recommendation; and
 - c. Prepare a preliminary technical description.
6. Manage a sub-consultant contract to conduct level one environmental needs assessment.
7. Prepare construction and site development cost estimates for the preferred alternative that encompass all costs including design, fees, testing, land acquisition, contingencies, etc.
8. Prepare estimates for operations, maintenance and deferred maintenance, and project potential revenue generated from rentals, events, programs and activities.

9. Assess and report funding alternatives for building construction that includes the full range of public and private grants, taxing methods and local fund development.
10. Develop a project timeline for fundraising, design, construction and opening.
11. Final products shall include:
 - a. A final report that:
 - Summarizes the design process,
 - Outlines comprehensive development and construction costs,
 - Projects operational (including routine and long-term maintenance) costs and revenues,
 - Proposes a practical timeline, and
 - Makes recommendations as to future steps.
 - b. Interior and exterior renderings suitable for fund raising and public information;
 - c. A public presentation to the City Council presenting the final report; and
 - d. Create simple tools for publicity and fund raising such as posters, mailers, fliers or website information.

The design project must have adequate detail to allow elected officials, stakeholders, the community and private and public funding sources to understand the need for the project, the conceptual design, the proposed project budget, and construction timeline.

D. Proposer Responsibilities:

The Proposer will be expected to perform the following tasks:

1. Consultation. Proposer will be available by telephone or in person to provide guidance and advice based on its experience in the community center facilities design field when City may have questions or concerns. This includes, but is not limited to, the objectives identified in the scope of work section.
2. Professional Project Assistance. Proposer will prepare, to City's satisfaction, a written work plan outlining action steps to complete the objectives identified in the scope of work section, including a timeline for completion of each objective. Further, Proposer will identify any additional

objectives that would reasonably be required to complete a comprehensive Community Center pre-design project and, after consultation with City, include them in the written work plan. This includes coordinating tasks with City staff and providing support to the Community Center Task Force.

3. Professional Project Management. Proposer shall manage the work plan agreed to by Proposer and City. This will include project tracking and reporting, supervision of any personnel hired to complete any portion of the scope of work, and delivery of the work plan action items consistent with the established timeline.
4. Reporting. Proposer shall provide management progress reports on a regular basis (at least monthly), outlining the progress made on the project, the status of each action item, and location of the project on the agreed upon timeline. Proposer will provide informal and/or verbal progress reports as requested by City.
5. Meeting facilitation. Coordinate with City staff periodic meetings with the Community Center Task Force and Recreation and Parks Board to review and receive public comment on project progress.
6. Other. Proposer will provide other services related to Community Center pre-design as City may reasonably require.

E. City Responsibilities

City will communicate or otherwise make available to Proposer all available information Proposer might need to accomplish the required work. City will provide access to statistical data, city staff, and existing facilities as necessary for Proposer to gain necessary information.

City will provide necessary feedback and reserves the right to accept or reject all work products. Proposer will not release any work product to the public or the Community Center Task Force until it has been reviewed by City staff.

F. Addenda and Interpretations

No oral interpretations shall be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Director of Recreation and Parks and, to be given consideration, must be received at least 10 (ten) days prior to the date set for the opening of proposals. Any and all such interpretations will be mailed to all Proposers (at the respective address if one has been furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of proposals. Addenda will also be available with the Solicitation Documents at the Woodburn Recreation and Parks Department. Failure of any Proposer to receive

or review any such addendum or interpretation shall not relieve such Proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as is bound herein. Proposer shall provide written acknowledgement of receipt of addenda as part of proposal.

PART 4
PROPOSAL CONTENT

Proposals must contain all information and documentation listed below:

1) Background Information

- A. List firm size and years in business.
- B. Status as a “Resident” or “Non-Resident” bidder under ORS 279A.120.
(Required form included as “Attachment B.”)
- C. Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- D. Construction Contractor Board No.
- E. Pursuant to ORS 279A.125, whether your firm intends to utilize any recycled products on the project and if so which ones.
- F. Completed Non-Discrimination Form; The successful Proposer agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. Proposer must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as “Attachment C.”)
- G. Executive Summary of relevant background and ability to successfully complete the described project.

2) Project Team and Firm Capabilities

- A. List references, preferably local, that can attest to the quality and variety of services provided by your firm. Include a contact name and telephone number with each reference.
- B. Demonstrate that the firm has experience in community center design consulting. At least five (5) years experience in community center facility design consulting is required.
- C. When outlining the competence and experience of individuals proposed for assignment to this project, include a description of proposal, skill, and

responsibilities in the projects, education, certifications and licenses held, training, experience, and membership in professional organizations. Also identify the project manager who will direct accomplishment of the required pre-design work.

- D. If any sub-consultants are proposed, provide a list of tasks, the names, responsibilities and qualifications of those sub-consultants.
- E. Describe your firm's pending work schedule and impacts of availability on your firm's ability to work on the project following the notice of award.

3) Project Examples and Experience

- A. Demonstrate that the firm has experience and success in providing community center facilities design services and working cooperatively with facility owners, with a clear indication that the proposed services can be provided with efficient and effective procedures, staffing, and management. A minimum of three (3) successful projects are required.
- B. Provide a full description of previous community center facility design projects, your firm's role, staff involved, and their roles. Supply one sample of a previous design study for a community center facility completed by your firm. In addition, describe other experience your staff has in community center facility design, if obtained with other firms.

4) Project Understanding and Approach

- A. Identify your firm's plan or approach to the pre-design process and addressing possible alternatives or problems.
- B. Describe your firm's flexibility, listening, teamwork, and creativity skills and give examples of how they have been utilized in past projects.
- C. Describe your firm's approach toward coordinating tasks with City staff and organizing and facilitating public advisory group meetings.

5) Cost

Although cost is a consideration when awarding a contract, the intent is to provide the City with qualifications, performance history, expertise, knowledge and skill that meet the City's needs and objectives. These are the primary considerations in the selection process. The proposal with the lowest cost will not necessarily be selected. The City reserves the right to make this determination in the best interest of the City and in accordance with administrative rules.

Proposal costs, including time and material and fee structures should be clear and complete. Hourly rates should be listed for each professional, technical and clerical cost proposed for consultants and sub-consultants. Cost will be evaluated based on total proposed costs.

PART 5
EVALUATION OF PROPOSALS

No prequalification will occur and the successful Proposal shall be selected in a one-tier competitive process.

1) Background Information – 15 points

Items 1) A-G will be evaluated by staff as “pass/fail” items. Failure to provide requested information will receive no points for this category.

2) Project Team and Firm Capabilities – 25 points

Proposals will be evaluated based on related experience, qualifications and certifications of key staff. The team must demonstrate an exceptional ability to manage all aspects of the project.

3) Project Understanding and Approach – 25 points

Proposals will be evaluated based on the Proposers’ understanding and approach to the scope of services desired, and the ability to meet City and department objectives. The approach must demonstrate competence and familiarity in completing the project’s goals effectively.

4) Cost – 15 points

The Cost of the Proposal is an important factor, but shall not be the determinative factor. Proposals will be evaluated based on comparisons to other Proposers. Proposal costs, including time and materials, and fee structures should be complete and clear. Cost points will be awarded based on the total cost calculated as described above. For each responsive proposal, the corresponding cost proposal will be awarded a percentage of the cost points available based on the percentage of the proposed cost as related to the lowest proposed cost using the following formula:

$$(L/X)*Y=A$$

L = Cost of the lowest proposed price

X = Cost of proposal being scored

Y = Total points available

A = Awarded points

5) Project Examples – 20 points

Proposals will be evaluated based on the team's experience, on projects of similar scale and nature.

PART 6
SELECTION PROCESS

The City shall use the following selection process:

- A. The Selection Committee will evaluate the proposals based on the information submitted.
- B. A proposer may be selected based solely upon the written proposals submitted. However, the Selection Committee, at its sole discretion, may choose to interview several firms prior to making their final recommendation.
- C. The Selection Committee's recommendation will be submitted to the City Council for final approval.
- D. The Notice of Intent to Award shall be given.
- E. The City Council shall award the contract.
- F. The City and the Proposer will enter into an agreement for the work.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **[TIME] on [DATE]**. Proposals received after this deadline will be returned unopened to the Proposer. No faxed or e-mailed proposals will be accepted.

A. Proposal

An unbound original and five complete copies of the Proposal shall be delivered in the address shown below.

B. Cover Letter

A Cover Letter shall accompany the Proposal and it shall state that all terms and conditions contained in the Request for Proposals and the sample Professional Services Contract (attached) are accepted by the Proposer. The Cover Letter and the Proposal must be signed by a legal representative of the Proposer firm, authorized to bind the firm in contractual matters.

Randy Westrick, Recreation and Parks Director, is the sole point of contact in the City for this RFP. All correspondence pertaining to this RFP should be directed to:

Director Randy Westrick
Woodburn Recreation and Parks Department
160 W. Cleveland Street
Woodburn, OR 97071
503/982-5264

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance

Proposal shall be legally binding as an offer for a period of 60 days after the closing date. Each Proposer may withdraw its Proposal if it has not been accepted within sixty (60) days from the RFP closing date. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B. Public Records

All Proposals shall become the property of the City and are public records unless otherwise specified. A bid that contains any information that is considered a trade secret under ORS 192.501(2) shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

D. Form of Agreement

A copy of the standard Personal Service Agreement, which the City expects the successful firm or individual to execute, is included as "Attachment A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal

E. Proposal Rejection

The City reserves the right:

1. To reject any or all proposals not in compliance with all public procedures and requirements:
2. To reject any proposal not meeting the specifications set forth herein:
3. To waive any or all irregularities in proposals submitted;
4. To reject all proposals:

5. To award any or all parts of any proposal; and
6. To request references and other data to determine responsiveness.

F. Notice of Intent to Award

The City shall give written Notice of Intent to Award the contract to all Proposer at least 7 (seven) days prior to the contract award.

G. Protest Process

Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules.

ATTACHMENT "A" TO
COMMUNITY CENTER PRE-DESIGN SERVICES

**PERSONAL SERVICES AGREEMENT
COMMUNITY CENTER PRE-DESIGN SERVICES**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as "CITY"), and _____, a _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY needs certain professional consultant services; and

WHEREAS, CITY wants to engage CONSULTANT to provide these services by reason of its qualifications and experience; and

WHEREAS, CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONSULTANT under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONSULTANT's proposal in response to CITY's RFP is incorporated by reference as part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.
- B. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.
- C. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform its services.
- D. It is understood that _____ will be designated by CONSULTANT as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

SECTION 3 – DUTIES OF CITY

- A. CITY shall provide CONSULTANT the pertinent information regarding CITY's requirements for the Project.
- B. CITY shall examine documents submitted by CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.
- D. The contact person on the Project for CITY is designated as John C. Brown, City Administrator. CITY shall provide written notice to CONSULTANT if CITY changes its contact person.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before _____.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONSULTANT only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee not to exceed \$_____. Compensation shall be only for actual hours worked on the Project, at the rates specified in Exhibit B, and related direct expenses. CONSULTANT shall furnish with each bill for services an itemized statement showing the amount of services devoted to the Project by CONSULTANT as well as any agents or employees of CONSULTANT and any direct expenses.

Section 6 – Termination

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the Project for which they are made is executed or not.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 – CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

Section 11 – Indemnity

CONSULTANT agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONSULTANT, its officers or employees. CONSULTANT agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

Section 12 – Insurance

CONSULTANT shall provide and maintain:

- A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.
- B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers Compensation in at least the minimum statutory limits.

D. All insurance shall:

1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
2. Be primary with respect to any other insurance or self-insurance programs of CITY.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NONASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279, 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

- A. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, Agency may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the Contractor or its surety from its obligation with respect to any unpaid claims.
- B. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
- C. Contractor shall, upon demand, furnish to the Agency, written proof of workers' compensation insurance coverage. Contractor is required to submit written notice to the Agency thirty (30) days prior to cancellation of said coverage.
- D. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
- F. Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.
- H. Contractor shall:
 - H.1 Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;
 - H.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
 - H.3 Not permit any lien or claim to be filed or prosecuted against the Agency on account of any labor or material furnished; and
 - H.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- I. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.
- J. The CONTRACTOR shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).
- K. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- L. Contractor will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 17 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

SECTION 18 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

TO CONSULTANT:

John C. Brown, City Administrator
City of Woodburn
270 Montgomery Street
Woodburn, OR 97071

SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT

SECTION 20 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year written.

CITY OF WOODBURN:

CONSULTANT:

By: _____
John C. Brown, City Administrator

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK

EXHIBIT “B”

COMPENSATION RATES

ATTACHMENT "B" TO
COMMUNITY CENTER PRE-DESIGN SERVICES

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer/Proposer ☐ IS ☐ IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

ATTACHMENT "C" TO
COMMUNITY CENTER PRE-DESIGN SERVICES

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer/proposer, the bidder/proposer/proposer hereby certifies to the City of Woodburn that this bidder/proposer/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____